

Exhibit G

From: **Emily Kearney** <emily@thekearneyfirm.com>
Date: Tue, Nov 19, 2024 at 10:37 AM
Subject: Re: Please Forward on to your Legal Counsel
To: Juan Carlos Valerio <stms2004@gmail.com>
Cc: <info@guadalupegifts.com>

Dear Mr. Valerio,

Thank you for your email, but we must respectfully disagree with your characterization of the situation. Your company, Guadalupe Gifts, is **unequivocally liable for infringement** of both **TLC's registered copyrights** and **design patents**, regardless of whether you personally manufactured or sourced the infringing jewelry.

1. Copyright and Design Patent Infringement – Resellers Are Liable

Your claim that your company merely purchased a small amount of jewelry from a third-party manufacturer does not absolve you from liability. Under both **U.S. copyright** and **patent law**, the act of **selling or distributing infringing products**, regardless of whether you manufactured them, **constitutes infringement**. It is well-established that resellers, distributors, and retailers are equally responsible for infringing products that they knowingly market and sell.

The fact that your company purchased less than \$500 worth of the infringing jewelry is irrelevant. You are still **exploiting** TLC's intellectual property by **reselling products that are identical to TLC's copyrighted and patented designs**. The **Holy Family Hearts Artwork** is protected by **copyright registrations** (VA0002209979 and VAu001510355) and **design patents** (Nos. D1012750 and D1043407). Your company's sale of jewelry that copies this protected artwork constitutes clear infringement.

Moreover, we have clear evidence that your company had access to TLC's protected works through your Instagram activity, which shows that you were directly exposed to TLC's copyrighted designs. This access makes the infringement willful.

2. Infringement of TLC's Photographs – Unauthorized Use

In addition to the **Holy Family Hearts Artwork**, your company is also in violation of TLC's **copyrights for the Mother Mary Photos** (Copyright Registration No. VA2417051). The unauthorized use of TLC's photos on your website, including those used to promote unrelated jewelry such as the **"Gold Vermeil Blue Enamel Lourdes Necklace with White Crystals"**, constitutes an independent infringement.

We have attached screenshots of your use of TLC's photos on your website. These photos are indisputably my client's. These photos depict our client's chin and fingers.

My client also has the original version of these photos. Not to mention, my client owns registered US copyrights for these photos.

The removal of these photos from your website does not erase the fact that they were used without permission and is further evidence of your company's disregard for TLC's rights.

3. Monetary Settlement Demand

Given the **willful nature of the infringement** and the significant damage caused to TLC's brand and revenue, we are offering a **monetary settlement** to resolve this matter without resorting to litigation. We made a demand to accept a **settlement of \$175,000**. However, we are open to another offer if you have one and this offer is **only valid through this Friday, November 22, 2025**.

Should we fail to receive an acceptance of this offer or a monetary counteroffer by that time, we will have no choice but to proceed with legal action, including filing a lawsuit seeking **statutory damages**, **treble damages** for willful infringement of TLC's patents, **actual damages**, and **attorney's fees**. We will also seek an **injunction** to prevent any further infringement.

4. Conclusion

We strongly urge you to reconsider your position and take immediate action to resolve this matter. The legal obligations of resellers and distributors are clear — purchasing and reselling infringing products is no different from manufacturing them in terms of liability. TLC takes its intellectual property rights seriously, and we are fully prepared to pursue all available remedies to protect those rights.

We expect a prompt response by **this Friday, November 22, 2024**, to avoid unnecessary litigation.

Sincerely,

Emily

Emily Kearney

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